

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Jermaine Julius Smith <u>Debtor(s)</u>	CHAPTER 13
FREEDOM MORTGAGE CORPORATION <u>Moving Party</u> vs. Jermaine Julius Smith <u>Debtor(s)</u>	NO. 20-10369 ELF
William C. Miller Esq. <u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$19,216.58**, which breaks down as follows;

Post-Petition Payments:	August 2020 to November 2020 at \$3,043.47/month
	December 2020 to January 1, 2021 at \$3,175.44/month
Suspense Balance:	\$339.18
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$19,216.58</b>

2. The Debtor(s) shall cure said arrearages in the following manner;
  - a). Within seven (7) days of the filing of this Stipulation, the Debtor shall make a down payment in the amount of **\$7,500.00**;
  - b). Beginning on February 1, 2021 and continuing through January 1, 2022 until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$3,175.44** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$976.38 from February 2021 to December 2021 and \$976.40 for January 2022 towards the arrearages on or before the last day of each month at the address below;

FREEDOM MORTGAGE CORPORATION  
CASH MANAGEMENT, 10500 KINCAID DRIVE  
FISHERS, IN 46037

- c). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 8, 2021

By: /s/ Rebecca A. Solarz, Esquire  
Attorney for Movant

Date: January 22, 2021

/s/ Albert J. Scarafone, Jr., Esquire  
Albert J. Scarafone, Jr., Esquire  
Attorney for Debtor

Date: February 3, 2021

/s/ LeRoy W. Etheridge, Esquire, for\*  
William C. Miller, Esquire  
Chapter 13 Trustee

\*No objection to its terms, without prejudice to any of our rights and remedies

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2021. However, the court retains discretion regarding entry of any further order.

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Bankruptcy Judge  
Eric L. Frank